

FILED DEC 28 2022 1346500000

In care of"

Wayne Rose

7407 N Stockton

Portland OR, 97203

12/27/22

**IN THE DISTRICT COURT OF THE UNITED STATES
DISTRICT OF OREGON CIVIL DEPARTMENT**

Wayne Rose]

Plaintiff]

v.s] **Demand For A Trial By Jury**

Melinda Wilde]

Steve Benson]

Lincoln Loan Co]

Michael Riedel]

Monica Herranz]

Mark Peterson]

Defendant's] Case No. 22LT14837

3:22-cv-1995 IM

**NON- JUDICIAL TEMPORARY RESTRAINING ORDER – PERMANENT-
INJUNCTION & DEMAND FOR AN EMERGENCY HEARING DUE TO THE
PENDING CLAIM UNDER 42 U.S. CODE SEC. 1983 ACTION FOR DEPRIVATION
OF CIVIL RIGHTS**

["Cujusque Rei Potissima Pars"] [The Principle Part Of Everything Is In The Beginning]

I'm before this court by special appearance, without waiving any rights, defenses, statutory or procedural rights and demand this court to Issue an Injunction and Restraining Order pursuant to Rule 65. (a) (b) (A), The plaintiff filed his civil rights action seeking immediate injunctive and declaratory relief to redress and prevent further deprivation of the plaintiff's rights under 42 U. S.

#100857

C Sec. 1983, the mentioned action will also address, and Federal law violations noted in the complaint. The state foreclosure statute is not a valid law and is in violation of the State Constitution as the statute does not have the three elements the state constitution mandates must be present to be considered a valid law. The state constitution mandates valid laws must have a. an enacting clause, b. a title, and c. a body. The foreclosure statute does not contain the 3 elements necessary to be considered a valid law. Clearly the defendant's will not be able to prevail when the statute they rely on to provide jurisdiction to the court is unconstitutional and not a valid law.

The plaintiff requests this court to grant the injunction/restraining order in the interest of justice, to restrain the State court, attorney, and or 3rd party buyers from accessing or controlling the property. Plaintiff also requests the Federal Court to Vacate any judgments or orders from the illegal state court process. The plaintiff has established the agency's liability upon a showing that there is a permanent and well-settled practice by the agency which gave rise to the alleged constitutional violation. *See City of St. Louis v. Praprotnik*, 485 U.S. 112, 127 (1988); *Navarro v. Block*, 72 F.3d 712, 714-15 (9th Cir. 1996); *Thompson v. City of Los Angeles*, 885 F.2d 1439, 1444 (9th Cir. 1989), *overruled on other grounds by Bull v. City & County of San Francisco*, 595 F.3d 964 (9th Cir. 2010). Once the plaintiff, has demonstrated that a custom exists, the plaintiff need not also demonstrate that "official policy-makers had actual knowledge of the practice at issue." *Navarro*, 72 F.3d at 714-15; *Thompson*, 885 F.2d at 1444. Plaintiff has established an affirmative causal link between the agency's policy or practice and the alleged constitutional violation. *See City of Canton, Ohio v. Harris*, 489 U.S. 378, 385, 391-92 (1989); *Van Ort v. Estate of Stanewich*, 92 F.3d 831, 835 (9th Cir. 1996); *Oviatt v. Pearce*, 954 F.2d 1470, 1473-74 (9th Cir. 1992).

WHEREFORE, the plaintiff requests this court to grant the injunction/restraining order in the interest of justice, to restrain the B. A. R. members, and or 3rd party buyers from trespassing on or controlling the property. Plaintiff also requests the court to vacate any state court judgments or orders in the interest of justice.



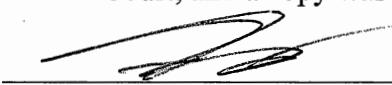
12/27/22

Wayne Rose

Without Prejudice UCC 1-308

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of December, 12/27/22, the foregoing document was filed in Court, and a copy was served on the parties below.

 12/27/22

Wayne Rose

Without Prejudice UCC 1-308

Wayne Rose Permanent Address:

Rural Route Delivery

7407 N stockton

Portland OR.

Mailed to the following:

Melinda Wilde

1300 SW Oak St.

Portland OR 97214

Steve Benson

1300 SW Oak St.

Portland OR 97214

Lincoln Loan Co.

P.O. Box 14652

Portland, OR 97293

Michael Riedel
1200 SW 1st
Portland OR, 97204

Monica Herranz
1200 SW 1st
Portland OR, 97204

Mark Peterson
1200 SW 1st
Portland OR, 97204

AFFIDAVIT OF Wayne Rose

STATE OF OREGON

COUNTY OF MULTNOMAH

I, the Affiant, who goes by a man, being of sound mind, and over the age of twenty-one, reserving all rights, being unschooled in law, and who has no BAR attorney, is without an attorney, and having never been re-presented by an attorney, and not waiving assistance of counsel, knowingly and willingly Declares and Duly affirms, in accordance with laws in and for the State of Oregon, in good faith, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the government and the judiciary, that the following statements and facts, are true and correct of Affiant's own first-hand knowledge, understanding, and belief, do solemnly declare, and depose and say: The above mentioned case

must be transferred in the interest of justice. Other state court judges are participating in the same misconduct and therefore the defendant cannot get a fair and impartial trial in the state court.

FURTHER AFFIANT SAITH NOT.

I declare under the penalty of bearing false witness before God and as recognized under the laws in and for The State of Oregon the Laws of the United States of America, acting with sincere intent and full standing in law, do herewith certify and state that the foregoing contents are true, correct, complete, certain, admissible as evidence, and not intended to mislead anyone, and that Wayne Rose, executes this document in accordance with best knowledge and understanding without dishonor, without recourse; with All rights reserved, without prejudice.

Done this 28 day of December in the year 2022, under penalty of perjury under the laws of the United States of America.

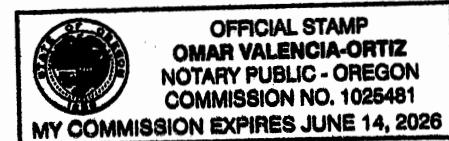


Wayne Rose

SUBSCRIBED AND SWORN to this 28 day of December 2022



Notary Public; in and for State of Oregon
County of Multnomah



TO: The District Court of The
United States Civil Division

Violation of the State and the Federal
Constitution is occurring in my case forced
against me, Case # 22LT14837, in the
THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH, CRIMES ROOM.

I am being defrauded of property, which is my home.
I own the property, equity, principal, Interest, and
Security. The original signed Contract was concealed
and replaced with another instrument. I never
applied for a loan from any financial institution or
applied for a loan with Lincoln Loan Co.

I bought the house with land on May 5, 2010.
Melinda Wilde is now known as owner/president
principal, Trustee, Attorney in this case + owner
of Lincoln loan Co.



Notice - Attached

2 pg 1) Contract - Concealed, Not recorded in Multnomah County

1 pg 2) Replaced original signed contract #2010-061653 referred to as the contract at the County records - Do not warrant default, Foreclosure, Declaration of forfeiture, landlord tenant Eviction process.

7 pg 3) Mail Fraud Report - Default collecting for property tax 2021-2022 is Bogus and a Scam.

1 pg 4) Landlord and Tenant Eviction - NO CAUSE *

2 pg 5) December 21, 2022 - Forced to go to trial by Judge Michael Riedel

1 pg 6) ORDER by Michael Riedel without a signature trial January 27, 2023.

1 pg 7) ORDER by Michael Riedel without a seal Trial December 27, 2022.

1 pg 8) December 21, 2022 3:23 Answer to Landlord Tenant with Answer #2021-061653

(pg) 9) December 22, 2022 Affidavit Fraud - False Conveyance of Title #2022-061683

(pg) 10) I filed at Multnomah County Official Record - False Conveyance of Title
2 pg enclosed copy of my original signed Contract May 5, 2010 #2022-110668

5 pg 11) Summons and ORDER elements

1 pg 12) Policy - homeowner Insurance for one million dollars liability.

THIS CONTRACT, Made the 5th day of May, 2010, between Lincoln Loan Co., an Oregon corporation of the County of Multnomah and State of Oregon, hereinafter called the seller, and Wayne Rose, an individual, of Multnomah County, State of Oregon, hereinafter called the buyer,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell, and the buyer agrees to purchase, the following described real estate, situated in the County of Multnomah, State of Oregon, to-wit:

Lots 17, TIFFT'S SUBDIVISION OF BLOCK FOUR, of SMITHSON LAND COMPANY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon, SUBJECT to any state of facts now existing or arising hereafter, and SUBJECT to any state of facts a survey might show.

THIS PROPERTY HAS KNOWN DEFICIENCIES. The buyer has personally inspected the property and dwelling for himself and accepts same "AS IS."

The buyer agrees that the jet tub bathtub currently located in the west upstairs bathroom needs to be plumbed and wired in before use. Buyer agrees that front addition must be completed in accordance with City Code. Seller has supplied buyer with plans approved by the City of Portland for said addition. Seller has informed buyer that permits are good until June 7, 2010 and that buyer will be responsible for extending said permits. Seller has made no representations whatsoever concerning the condition of the property or dwelling, except for information in the public record. Buyer hereby acknowledges receipt of EPA pamphlet, "Protecting your Family from Lead."

Buyer is responsible for all city assessments, if any, imposed after the date of this contract.

For the sum of: Two Hundred Eighty-four Thousand Nine Hundred Fifty and 00/100 Dollars (\$284,950.00) on account of which Three Hundred Fifty and 00/100 Dollars (\$350.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller with interest at the rate of six and one-half per cent per annum from May 5, 2010, on the dates and in amounts as follows: The remaining principal balance of Two Hundred Eighty-four Thousand Six Hundred and 00/100 Dollars (\$284,600.00) shall be paid in regular monthly installments of One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) each, on the 5th day of each and every month hereafter commencing June 5, 2010 until the entire principal balance together with interest thereon at the rate of 6.5% per annum is paid in full. Buyer desires to make payments through escrow, costs of such escrow to be paid for by buyer. If buyer fails to set up or pay for escrow, payments shall be made directly to seller.

Property taxes and fire insurance premiums are not included in the payments set forth above and buyer is responsible for the payment of same. In the event buyer fails to pay property taxes, fire insurance premiums, assessments, or liens which may be superior to seller's security, seller reserves the right to pay same and to add the amount paid to the unpaid principal balance and the amounts paid by seller shall accrue interest at the contract rate until paid by the buyer. The payment and addition of said amounts shall not be construed as a waiver of seller's right to demand the immediate payment of said amounts from the buyer.

A late charge of \$50.00 shall be made for payments received more than 15 days past the due date or for NSF checks, and late or NSF charges not paid with the late payment or redemption shall be added to the contract balance and shall accrue interest at the contract rate. Buyer agrees to reimburse seller for postage costs of forwarding governmental notices concerning the property to buyer. In the event buyer fails to reimburse seller for postage costs, the buyer agrees that seller may add said costs to the unpaid principal balance and same shall accrue interest at the contract rate.

BUYER AGREES THAT THIS CONTRACT SHALL NOT BE PAID IN FULL UNTIL MAY 5, 2013, TO ALLOW SELLER TO REPORT THIS SALE ON THE INSTALLMENT BASIS FOR INCOME TAX PURPOSES. The terms of this sale and interest rate are specifically conditioned on the enforceability of this clause and its effect to limit seller's yearly tax liability and to provide a guaranteed flow of income for a set period of time. In the event a court determines that this clause is unenforceable the buyer agrees to pay a prepayment penalty equal to 20% of the unpaid principal balance as liquidated damages.

The buyer warrants to and covenants with the seller that the real property described in this contract is primarily for business or investment purposes, or for personal, family or household purposes. (cross out one)

Taxes for the current year shall be prorated between the parties hereto as of the date of this contract. If the buyer does not pay buyer's pro-rata share of property taxes upon signing this contract, seller may add buyer's pro-rata share to the principal balance and the amount added shall accrue interest at the contract rate until paid by the buyer. The buyer, in consideration of the premises hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due. The buyer will keep all buildings now or hereafter erected on said premises insured in favor of the seller against loss or damage by fire (with extended coverage) in an amount not less than \$285,000.00 in a company or companies satisfactory to seller, and will have all policies of insurance on said premises made payable to the seller as seller's interest may appear and will deliver all policies of insurance on said premises to the seller as soon as insured. Buyer shall keep the premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; buyer will keep the premises free from construction and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney fees incurred by seller in defending against any such liens. Buyer agrees to comply with all federal, state and local government laws and regulations and will not permit any unlawful activity to be conducted on the premises.

WARNING (ORS 746.201(2))

Unless you provide us with evidence of the insurance coverage as required by our contract, seller may purchase insurance at your expense to protect its interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage seller purchases may not pay any claim you make or any claim made against buyer. Buyer may later cancel this coverage by providing evidence that buyer has obtained property coverage elsewhere.

Buyer is responsible for the cost of any insurance purchased by seller. The cost of this insurance may be added to your

Page 1 - Contract

I never applied
for a loan
from any financial institution,
including Lincoln Loan Co.

This Contract
As of 12-22-2022
Recorded #2022-110168

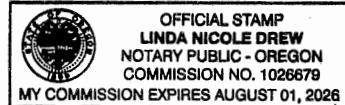
Affidavit this contract is concealed by Melinda Wilde

I, Wayne Rose, received this copy of the Contract, copy of the original Contract dated May 5, 2010 for the sale of the home-property, house with land, known as 7407 N Stockton, Portland OR. I am in possession and occupying for my personal and private home. This is page 1 out of 2 Contract May 5, 2010.

State of Oregon
County of Multnomah

Acknowledged before me on this 26 day of Dec 2022

by Wayne Rose
Linda Drew
Notary Public



Multnomah County Official Records
C Swick, Deputy Clerk

2010-061653



\$36.00

00669220201000616530010016 05/17/2010 04:12:20 PM

1R-MEMOCONT Cnt=1 Sln=11 RECCASH2
\$5.00 \$11.00 \$15.00 \$5.00

MEMORANDUM OF LAND SALE CONTRACT

Dated: May 5, 2010,
Between: Lincoln Loan Co., SELLER
And: Wayne Rose, PURCHASER

Pursuant to a land sale contract dated May 5, 2010, Seller agreed to sell to Purchaser and Purchaser agreed to purchase from Seller the following described real property located in Multnomah County, Oregon:

Lots 17, TIFFT'S SUBDIVISION OF BLOCK FOUR, of SMITHSON LAND COMPANY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon

The true and actual consideration for this conveyance, as set forth in the contract, is \$284,950.00, which is the whole consideration.

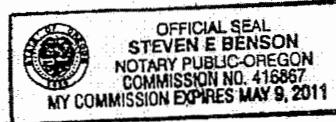
In witness whereof the Seller has executed this memorandum on May 5, 2010.

Lincoln Loan Co.
By: Melinda B. Wilde
Melinda B. Wilde

STATE OF OREGON)
County of Multnomah) ss.

This instrument was acknowledged before me on May 5, 2010 by
Melinda B. Wilde, as president of Lincoln Loan Co.

St. E. Benson
Notary public for Oregon
My commission expires: 5-9-11



After recording, return to:

Lincoln Loan Co. PLC
P.O. Box 14652
Portland, OR 97293-0652

Until requested otherwise, send all tax statements to:

Lincoln Loan Co.
P.O. Box 14652
Portland, OR 97293-0652

Affidavit

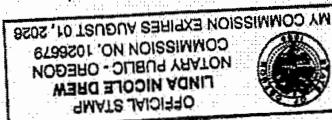
This instrument is filed by Melinda Wilde
Without my presence, is false and misleading using
My information is identity theft. This is not my original signed
Contract of May 5, 2010. However, Lincoln Loan Co received the whole consideration of \$284,950.00
as it appears here.

State of Oregon
County of Multnomah

Acknowledged before me on the 26th day of Dec 2022

Certified Copy Page 1 of 1

Wayne Rose
Melinda B. Wilde
Notary Public



STATE OF OREGON }
County of Multnomah } SS

The foregoing copy has been compared and is
certified by me as a full, true and correct copy of
the original on file in my office and in my
custody.

In Testimony Whereof, I have hereunto set my
hand and affixed the seal of the office.

on: 5/11/2022

by: Ting Chen

Ting Chen - Deputy
Division of Assessment, Recording & Taxation



U.S. POSTAL INSPECTION SERVICE

Mail Fraud Report

See Privacy Act Statement on Page 3

Complainant Information

Your Name	SSN*	Year of Birth*
Wayne Rose		
Address		
City	State	ZIP Code
Portland	OR	97203
Home Phone No. (Include Area Code)	Work Phone No. (Include Area Code)	E-Mail
503 746 2127		

*These two fields are optional, but the information may be helpful to Postal Inspectors tracking your complaint. Also, penalties may increase when certain crimes target particular age groups.

Complaint Filed Against

Company Name	Person's Name and Title		
Lincoln Loan Co	Melinda Wilde, Melinda B. Wilde		
Address	Po box 14652 Actual Business location 1300 SE Oak 92214		
City	State	ZIP Code	Country
Portland	OR	97293	USA
Home Phone No. (Include Area Code)	Work Phone No. (Include Area Code)	E-Mail	
	503 238 6658		
Fax No. (Include Area Code)	Web Address		

Details of Mail Fraud Complaint

Did You Lose Money?	<input checked="" type="checkbox"/> Attempt To Demand	<input type="checkbox"/> No	What Was the Advertised Cost of the Offer?
<input type="checkbox"/> Yes, If so, how much?			\$163,99.23 + An attempt \$284,950+
How Did You Pay? (Check one)	<input type="checkbox"/> Postal Money Order	<input type="checkbox"/> Electronic Transfer	<input type="checkbox"/> Debit Card
<input type="checkbox"/> Cash	<input type="checkbox"/> Other Money Order	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Telephone Bill

Date of Payment

Find the General Category Below that Describes Your Area of Concern, and Check the Specific Item. (Check one only)

Advance Payment	False Bill or Notice	Merchandise or Service
<input type="checkbox"/> Loan	<input type="checkbox"/> Office Supplies	<input type="checkbox"/> Failure to Pay
<input type="checkbox"/> Credit Repair/Debt Consolidation	<input type="checkbox"/> Directory Solicitation	<input type="checkbox"/> Failure to Provide
<input type="checkbox"/> Credit Card	<input type="checkbox"/> Subscription/Periodical	<input type="checkbox"/> Misrepresentation of Product/Service
<input type="checkbox"/> Student Loan	<input type="checkbox"/> Classified Ad	<input type="checkbox"/> Nigerian Fraud
<input type="checkbox"/> Mortgage	<input checked="" type="checkbox"/> Taxes	
<input type="checkbox"/> Chain Letter	Harassment (Merchandise ordered in your name without your consent.)	Personals
<input type="checkbox"/> Charity Fraud	<input type="checkbox"/> Investment	<input type="checkbox"/> Mail-Order Bride
Education	<input type="checkbox"/> Real Estate	<input type="checkbox"/> Dating Service
<input type="checkbox"/> School	<input type="checkbox"/> Gems, Coins, Precious Metals	<input type="checkbox"/> False Divorce Decree
<input type="checkbox"/> Degree	<input type="checkbox"/> Securities	<input type="checkbox"/> Prize or Sweepstakes
Employment	Lottery (You pay to play.)	<input type="checkbox"/> Sexually Oriented Advertisement
<input type="checkbox"/> Postal Job	<input type="checkbox"/> Domestic	<input type="checkbox"/> Vacation or Travel
<input type="checkbox"/> Overseas Job	<input type="checkbox"/> Foreign	
<input type="checkbox"/> Work at Home (Such as envelope stuffing)		
<input type="checkbox"/> Distributorship/Multilevel Marketing		
	Medical Quackery	
	<input type="checkbox"/> Weight Loss	
	<input type="checkbox"/> AIDS Cure	
	<input type="checkbox"/> Cancer Cure	
	<input type="checkbox"/> Sexual Aid	

Certified Mail Receipt
 1) 2017 0660 0000 8744 8707
 2) 2017 0660 0000 8744 8691

On What Date Did You Receive the Solicitation?

On or about 8-16-2022

PS Form 8165, January 1999

The paper instruments and the contents are enclosed.
 What are enclosed do not have validity for collecting
 Property Tax for Multnomah County Assessor - this
 Collection for Property Tax is Bogus & a Scam.

The agency, entity, or person is not employed by
 the assessment & taxation department in Multnomah County

How Were You Contacted? (Check one)

U.S. Mail Newspaper Radio/TV Internet Fax
 Telephone Magazine In Person E-Mail Other

If by Mail, Do You Have the Envelope It Was Mailed in? Does the Envelope Have a Permit Number Instead of a Stamp?

Yes No Yes; Permit No.: See Front Page No

Does the Envelope Have a Postage Meter Number Instead of a Stamp?

How Did You Respond to the Offer? Via Process Server

Yes; Meter No.: 1 NO

U.S. Mail Telephone Internet E-Mail Fax

Do You Have a Mailing Receipt From Your Response (Such as for certified, insured or Express Mail)?

Yes; Mail Receipt No.: Via Process Server No

To What Address Did You Mail Your Response?

1300 SE Oak 97214 actual place of business

What Did You Receive?

No Answer

How Did It Differ From What You Expected?

False Promulgent and Extortion

Do You Have the Item?

How Was It Delivered?

Yes No Will be Investigated

U.S. Mail Private Courier In Person

Have You Contacted the Company or Person About the Complaint?

Yes

No, Why? Delivery Attempted, Returned Endorsed Moved, Left No Address Disconnected Telephone

Date of Last Contact: June 15, 2022

Unanswered Telephone Unlisted Telephone

Address Unavailable

Legitimate businesses appreciate feedback. Check the offer for the delivery time frame, usually 6 to 8 weeks, and then contact the company. Please wait 2 weeks after contacting them before sending us this form. When a delivery time is not specified, a Federal Trade Commission rule mandates fulfillment within 30 days, unless you applied for first-time credit with the company.

Additional Information You Feel Is Important

US Certified Mail Receipt 2017 0660 0000 87448691 & 2017 0660 0000 87448907 are being utilized to steal Property & Equity, the receipt does not have identification or Name/Concealment. It is damaging carrying a liability no less than One Million dollars. Without Full Disclosure and Financial Accounting with gain is Fraud.

Print Your Name

Wayne Rose

Today's Date

Dec 24/22

Thank you for completing this form. Please mail it with copies (not originals) of any bills, receipts, advertisements, canceled checks (front and back) or correspondence related to your report to the address below.

The U.S. Postal Inspection Service is a federal law enforcement agency. Postal Inspectors gather facts and evidence to determine whether a violation has occurred under the Mail Fraud or False Representation Statutes. While the Postal Inspection Service can't guarantee that you'll recover money lost to fraud, the information can help alert Inspectors about new fraud schemes and prevent others from being victimized.

Postal Inspectors base mail fraud investigations on the number, substance, and pattern of complaints received from the public; therefore, we ask you to keep all original documents relating to your complaint, including the solicitation, any mailing envelopes, and canceled checks. Under our Consumer Protection Program, Postal Inspectors may contact individuals or businesses on your behalf to request that complaints be resolved. We will contact you if more information is needed.

Postal Inspectors caution that, once you've been targeted in a fraud scheme, your name may be passed along to other con artists, so beware of future solicitations. If you know of others who believe they were

victimized in a fraud scheme, we recommend that you encourage them to submit a Mail Fraud Report as well.

Avoid being a victim: Postal Inspectors recommend that, before completing a business transaction, contact the Chamber of Commerce, Better Business Bureau, or county or state Office of Consumer Affairs in the area where the firm is located to get any information available on the company. If you have Internet access, you can get information from the Better Business Bureau online at: www.bbb.org, and from the individual state Attorneys General Consumer Protection Divisions at www.naag.org. Also, check the Postal Inspection Service Web site at: www.usps.gov/postalinspectors for more information on fraud schemes that involve the use of the mail.

Remember: If a deal sounds too good to be true, it probably is!

Please return this form to your postmaster, or mail to this address:

INSPECTION SERVICE SUPPORT GROUP
222 S RIVERSIDE PLAZA STE 1250
CHICAGO IL 60606-6100

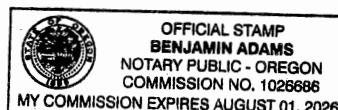
PS Form 8165, January 1999

State of Oregon
County of Multnomah

Acknowledged before me on this 24 day of 12 2022

by Wayne Rose

Notary Public



Lincoln Loan Co., Seller
P.O. Box 14652
Portland, OR 97293

Wayne Rose, Purchaser
7407 N Stockton
Portland, OR 97203

After recording, this document and tax statements
shall be mailed to:

Lincoln Loan Co.
P.O. Box 14652
Portland, OR 97293

EXHIBIT A

Dec 26/22 (10/22)
False, Forged, Fraud,
Misleading - Without Contract
Filed in County Records - Without
Warrant for Default or
Declaration of Forfeiture filed
in the County Records -
Without Full Disclosure and
Authentication of Account
Unauthorized and not affiliated
to collect tax for Multnomah County

NOTICE OF DEFAULT

This Notice of Default is given with respect to the contract described below, which contains a forfeiture remedy, pursuant to the provisions of ORS 93.905-93.940.

1. **Description of Contract.** Real estate contract (Contract) dated May 5, 2010, between Lincoln Loan Co. as Seller and Wayne Rose, an individual, as purchaser, a memorandum of which was recorded in Multnomah County on May 17, 2010 as Fee No. 2010-061653.

2. **Property.** The property which is the subject of the Contract is known as 7407 N Stockton, Portland, OR 97203 and more particularly described as follows:

"Lot 17, TIFFT'S SUBDIVISION OF BLOCK FOUR, of SMITHSON LAND COMPANY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon".

3. **Nature of Default.** The default of the purchaser is as follows:

A. Failure to pay the 2021-2022 property taxes for the property at 7407 N Stockton Ave., Portland, OR 97203.

B. Failure to provide proof of fire insurance coverage to the seller.

4. **Amount of the Default.** The amount of the default is as follows:

A. \$6,899.23 is currently owed to the Multnomah County Tax Assessor on account of unpaid 2021-2022 property taxes.

5. **Date Contract will be Forfeited.** The Contract will be forfeited if the default is not cured by October 18, 2022.

6. **How to Cure the Default.** The default will be cured if by October 18, 2022:

A. The 2021-22 property taxes are paid to the Multnomah County Tax Assessor.

False, Fuged, Fraudulic
(243)

B. Proof of fire insurance coverage is provided to the seller.

D. The sum of \$300.00 is paid to seller on account of attorneys fees as provided by ORS 93.920.

7. Seller's Name and Address:

Lincoln Loan Co.
P.O. Box 14652
Portland, OR 97293

8. Date Notice Mailed. This notice of default is being hand-deposited in both first-class and certified mail with return receipt requested on August 16, 2022.

LINCOLN LOAN CO.

BY: Melinda B. Wilde
Melinda B. Wilde

Notice of Default - Page - 2
Exh. A - page 2 of :

False, Forged, Fraud
Dec 26, 22

EXHIBIT B

RECEIVED BY MAIL RECEIPT		
Portland, OR 97203		
<input checked="" type="checkbox"/> Certified Mail Fee \$4.00 <input type="checkbox"/> Return Receipt Requested \$3.25 <input type="checkbox"/> Return Receipt (Priority) \$5.00 <input type="checkbox"/> Return Receipt (Priority) \$5.00 <input type="checkbox"/> Certified Mail Registered Delivery \$6.00 <input type="checkbox"/> Adult Signature Required \$0.00 <input type="checkbox"/> Adult Signature Required Delivery \$0.00	0014 07 Forward Here 08/16/2022	
Postage \$0.40	\$7.35	
Sent to Occupant 7407 N Stockton Portland, OR 97203		

RECEIVED BY MAIL RECEIPT		
Portland, OR 97203		
Certified Mail Fee \$4.00 <input type="checkbox"/> Adult Signature Required Delivery \$3.25 <input type="checkbox"/> Return Receipt Requested \$0.00 <input type="checkbox"/> Return Receipt (Priority) \$5.00 <input type="checkbox"/> Certified Mail Registered Delivery \$6.00 <input type="checkbox"/> Adult Signature Required \$0.00 <input type="checkbox"/> Adult Signature Required Delivery \$0.00	0014 07 Forward Here 08/16/2022	
Postage \$0.40	\$7.35	
Sent to Wayne Rose 7407 N Stockton Portland, OR 97203		

Mail Fraud Reported December 24, 2022

Multnomah County Official Records
E Murray, Deputy Clerk

2022-0957



\$116

02953264202200957220070079

10/19/2022 02:23:29 1

AFF-MAR
\$35.00 \$11.00 \$60.00 \$10.00
Pgs=7 Sht=1 ATMDECLARATION OF FORFEITURE
And AFFIDAVIT OF MAILINGSeller: Lincoln Loan Co.
P.O. Box 14652
Portland, OR 97293-0652Purchaser: Wayne Rose
7407 N Stockton
Portland, OR 97217

After Recording

return to: Lincoln Loan Co.
P.O. Box 14652
Portland, OR 97293-0652Until a change is requested, all tax statements shall be
sent to: Lincoln Loan Co.
P.O. Box 14652
Portland, OR 97293-0652STATE OF OREGON)
) ss.
County of Multnomah)

I, Melinda B. Wilde, being first duly sworn, say:

1. On August 16, 2022, NOTICE OF DEFAULT concerning
the real property described as:"Lot 17, TIFFT'S SUBDIVISION OF BLOCK FOUR, of SMITHSON LAND
COMPANY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of
Multnomah and State of Oregon"was given pursuant to the provisions of ORS 93.915. A copy
of said Notice of Default, together with proof of mailing,
is attached hereto, marked "Exhibit A." Proof of mailing is
attached hereto, marked "Exhibit B."

I - DECLARATION OF FORFEITURE AND AFFIDAVIT OF MAILING

False, forged, fraud, 1
(S&P)

2. The default of the purchaser under the terms of the contract was not cured within the time period provided in

ORS 93.915 and the contract has been forfeited.

Specifically, the purchaser failed to pay the past due property taxes to the Multnomah County tax assessor as described in the Notice of Default.

3. The purchaser and all persons claiming through the purchaser who were given the required notices pursuant to ORS 93.915 shall have no further rights in the contract or the property, and no person shall have any right, by statute or otherwise, to redeem the property.

4. All sums previously paid under the contract by or on behalf of the purchaser shall belong to and be retained by the seller.

5. All of the rights of the purchaser to all improvements made to the property at the time the declaration of forfeiture is recorded shall be forfeited to the seller and seller shall be entitled to possession of the property on the 10th day after the declaration of forfeiture is recorded. The Contract is hereby declared forfeited.

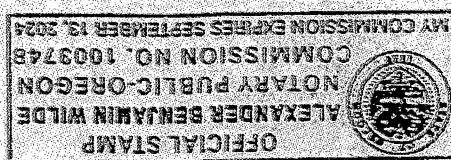
False, Forged, Fraudulently
(6047K)

6. I make this declaration on behalf of the Seller
under the Contract.

LINCOLN LOAN CO.

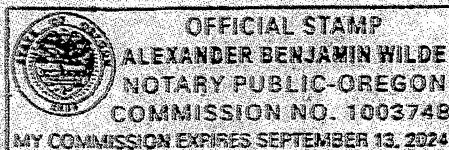
BY: Melinda B. Wilde
Melinda B. Wilde, president
Seller

Subscribed and sworn to before me by Melinda B. Wilde
this 19th day of October, 2022.



Melinda B. Wilde
Notary Public for Oregon

My commission expires: 9-13-2024



False Forged Franklin
(7474)

AFFIDAVIT OF MAILING NOTICE OF DEFAULT

STATE OF OREGON)
)ss.
County of Multnomah)

I, Melinda B. Wilde, being first duly sworn, depose, say and certify that:

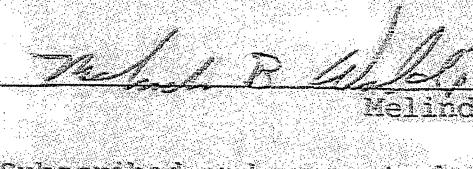
On August 16, 2022, I sent to each of the following persons at the address indicated below a Notice of Default, dated August 16, 2022, a copy of which is attached hereto marked "Exhibit A", by both first class and certified mail with return receipt requested. The address indicated is the last-known address for each person.

Occupant
7407 N Stockton
Portland, OR 97217

Wayne Rose
7407 N Stockton
Portland, OR 97217

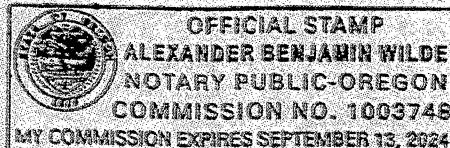
Copies of the receipts for certified mail are attached hereto, marked "Exhibit B".

Dated: October 19, 2022.


Melinda B. Wilde

Subscribed and sworn to before me this 19th day of October, 2022 by Melinda B. Wilde.


Notary Public for Oregon
My commission expires: 9-13-2024



MUL LANDLORD TENANT
CASE SUMMARY
CASE NO. 22LT14837

Lincoln Loan Co.
vs
Wayne Rose

§
§
§
§

Location: MUL Landlord Tenant
Filed on: 11/01/2022

CASE INFORMATION

File Date 11/02/2022

Cause of Action
- Original Action

Description/Remedy
Action

Case Type: Landlord/Tenant - Residential
or Return of Personal Property

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number 22LT14837
Court MUL Landlord Tenant
Date Assigned 11/01/2022

PARTY INFORMATION

Plaintiff

Lincoln Loan Co.

Lead Attorneys

WILDE, MELINDA B
Retained
503 238-6658(W)

Defendant

Rose, Wayne
And all Others

DATE

EVENTS & ORDERS OF THE COURT

INDEX

11/01/2022

Complaint
Filed By: Plaintiff Lincoln Loan Co.
Created: 11/02/2022 9:03 AM

11/01/2022

Summons
Party: Plaintiff Lincoln Loan Co.
Created: 11/02/2022 9:03 AM

11/02/2022

Cause of Action - Original Action 0
Action Type Action

*Without cause
there is nothing filed*

11/04/2022

Affidavit/Declaration Non-Military
Party: Plaintiff Lincoln Loan Co.
Created: 11/04/2022 4:27 PM

11/18/2022

Hearing - Landlord/Tenant (9:30 AM) (Judicial Officer: Peterson, Mark A ; Location: Central Courthouse Crane Room)
Join by Phone: (503) 388-9555; Access Code: 249 083 62270
Resource: Court Reporter MULFTR120 Recording, FTR
Resource: Equipment MULCRA Crane Room A
Resource: Location MULCCCR Central Courthouse Crane Room
Held
Created: 11/02/2022 9:45 AM

11/18/2022

Order (Judicial Officer: Peterson, Mark A)
Other: Reset 1st appearance for Wednesday, December 14th 2022 at 8:45a.m. Parties are negotiating.

PAGE 1 OF 2

Printed on 11/23/2022 at 3:33 PM

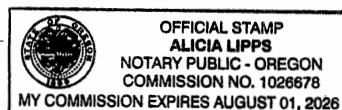
This is the exact copy I received @ the recorders office.
It is without cause of action documents on 11/02/22

State of Oregon
County of Multnomah

Acknowledged before me on this 22 day of Dec 2022

by Wayne Rose

alan
Notary Public



IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

December 21, 2022

Case No. 22LT14837

On December 14, 2022 at 8:45am, I, Wayne Rose, the owner of the property with land attended the negotiation period allowed before trial.

I am in possession of the house-property and occupying as my private and personal home. I have not abandon, my title or deed or any part or portion of my property. I have never waived any of my rights or authorized a power of attorney on my behalf to administer any part of my property at any time;

known as; "Lot 17, TIFF'S SUBDIVISION OF BLOCK FOUR, of SMITHSON LAND COMPANY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon" also known as 7407 N. Stockton, Portland OR

On November 18, 2022, it was agreed with Melinda that I look into the City Violation, and because of the inconvenience of not being able to walk right into the City and by appointment only, the date was set December 20, 2022, 2:00pm.

1:38
However on December 14, 2022 at the 8:45am meeting, I was being forced to come back on December 21, 2022 with having resolve the City Violation, because of the complexity of the matter involving Melinda Wilde Misleading and Misrepresenting the true nature of the property sale transaction and by concealing my original signed contract from Multnomah County records, the property taxes and violations went to her name and all statements and charges being diverted to her, while I was to believe it was my property and paid interest on all the amounts paid and accruing. I have the right to have taxes that applies to me in my proper name.

She offered to pay the taxes each and every year without a return answer from me, she paid them, when in my original contract there is no demands for every year to be paid, as a homeowner in Multnomah County property tax is not in default after one year, and the violations she was receiving she appeared without a problem with the tax or violations she held in her possession while accruing charges for the last twelve years.

At the beginning of Covid Emergency Shut down.. without notice or statements, I received a letter requesting twenty thousand dollars for reinstating my Contract and other conditions, at that time, I began requesting for the account history and information about the account to validate their amounts. On July 7, 2021 via process server and I continued to request throughout information but no avail. On June 15, 2022, via process server, requesting for a full disclosure and authentication of account, it appears the account too does not exist, Instead the following day after receiving the service, Melinda Wilde files a Declaration of Forfeiture a default arising from one year 2021-2022 tax. Without due process of law, in a non-judicial process, however she cannot foreclosure against her own name being on title. It is not a valid foreclosure, and no warrant is filed with the county for any default, foreclosure, declaration of forfeiture, landlord tenant eviction, when there is no contract recorded. Lincoln Loan Co, sold the property to me and filed the evidence on record as paid in full on May 17, 2010, with this false instrument filed tampering with government records, the title also filed fraudulently conveying the title in Lincoln Loan Co's name which is identity theft.

December ¹⁴
On the day of the November 14, 2022 8:45 hearing, I was being defrauded of property and equity and all the money I have given Melinda Wilde and Steve Benson her brother who notarized the original contract and the false instrument that filed on May 17, 2010. I was not given any consideration as for the sale of the property that should have taken place and the appearance of the loan did not credit.

The copy of the order by Judge, Michael Riedel which I received after the hearing from the clerk, the trial date is January 27, 2022 and is unsigned and without any proper seal.

enclosed

Purchase sale instrument filed at Multnomah County on May 17, 2010, and the unsigned order dated December 14, 2022 by Judge Michael Riedel right after court I received from the Court Clerk



12/21/22
Wayne Rose

(6)

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH
1200 SW FIRST AVENUE
PORTLAND, OREGON 97204

Lincoln Loan Co.
vs
Wayne Rose

Case No: 22LT14837

LANDLORD TENANT ORDER

And all others

On 12/14/2022, a hearing was held in an action to recover possession of the premises at the address listed in the original complaint.

The following parties appeared: Plaintiff(s) (Wilde) Defendant(s) Other:

Order entered following these conditions:

Stipulated Order: See terms of Agreement.

Pursuant to ORS 105.146(3) and 105.146(7), the clerk shall enter a judgment dismissing the Plaintiff's action twelve months from entry of this order OR

Based on stipulation, on or after _____ unless the Plaintiff(s) files a Declaration of Noncompliance. The clerk shall dismiss this action without further notice to either party.

Set for trial on January 27, 2022 at 1:30 p.m. Other: Defendant is required to file an answer by December 14, 2022 at Customer Service.

Trial January 27, 2022 1:30 pm
This is the exact copy of the order I received on
12-14-2022, after the hearing 8:45 pm

Order for ~~hearing~~ January 27, 2022 @ 1:30
Order does Not have Defendants name
Order Plaintiff is incorrect, Plaintiff is Lincoln Loan
Order - Unsigned

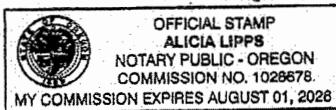
LT Order (12/22)

State of Oregon
County of Multnomah

Acknowledged before me on this 22 day of Dec 2022

by Wayne Rose

Attn: Rose
Notary Public



(7)

IN THE CIRCUIT COURT OF THE STATE OF OREGON
 FOR THE COUNTY OF MULTNOMAH
 1200 SW FIRST AVENUE
 PORTLAND, OREGON 97204

Lincoln Loan Co.
 vs
 Wayne Rose

Case No: 22LT14837

LANDLORD TENANT ORDER

And all others

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Based on stipulation, on or after _____ unless the Plaintiff(s) files a Declaration of Noncompliance. The clerk shall dismiss this action without further notice to either party.

Set for trial on December 27, 2022 at 1:30 p.m. Other: Defendant is required to file an answer by December 14, 2022 at Customer Service.

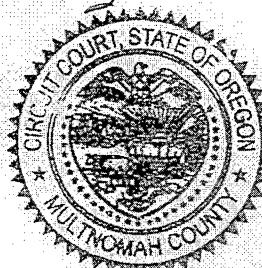
Signed: 12/14/2022 3:33:50 PM

Forced Trial

This is the second order from the hearing December 14, 2022
 for the same trial. I did not receive after the hearing.

The original order the trial is on

January 27, 2022 11:30 pm
 which I received right after the hearing
 on December 14, 2022.



CERTIFIED TO BE A TRUE
 COPY OF THE ORIGINAL

DATED: 12/21/2022

Amie Fallon
 COURT CLERK

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF _____

22LT14837

Lincoln Loan Co.Plaintiff (Landlord or Agent) N/A

v.

Case No: 22LT14837ANSWER TO A
RESIDENTIAL EVICTIONWayne Rose
Owner Defendant (Tenant or Occupant) Not Applicable➤ I need an interpreter: Spanish ASL other: _____

I deny that the plaintiff-landlord is entitled to possession because:

A Declaration of Financial Hardship was given or delivered to the plaintiff-landlord
 The plaintiff-landlord did not make repairs. List any repair problems: _____

The claimed damage or violation has been corrected and correction is allowed by law.
 The plaintiff-landlord is trying to evict me because of my complaints (or the eviction is otherwise retaliatory).
 The plaintiff-landlord is trying to evict me because of my status as a victim of domestic violence, sexual assault, or stalking.
 The eviction notice is legally incorrect. Explain Fraud - Tampering with gov record
 List any other defenses: IT IS NOT A simple landlord tenant

Additional pages attached I have owned the property since 2010. Title Company gave
Melinda Wilde is using the non-judicial

I ask that the plaintiff-landlord not be awarded possession of the premises and that I be awarded my costs and fees, lawyer fees (if any, under ORS 90.255), and a prevailing party fee under ORS 20.190. I am requesting a continuance to seek counsel with the holidays

I hereby declare that the above statements are true to the best of my knowledge and belief. I understand they are made for use as evidence in court and I am subject to penalty for perjury. I RESERVE ALL MY RIGHTS

Signature of Tenant 1

Name (printed)

Date

12/21/22

Address of Tenant

City/State/ZIP

Phone

Signature of Tenant 2

Name (printed)

Date

Address of Tenant

City/State/ZIP

Phone

Wayne Rose
7407 North Stockton
Portland, Oregon 97203

The Honorable Michael Riedel
Circuit Court of Oregon,
County of Multnomah
Multnomah County Courthouse
1200 SW 1st Ave
Portland, OR 97204

Judge Riedel,

Regarding Late Filed Answer in Case #22LT14837

I pray you are well. I ask for grace for not following the order to file an Answer by December 14, 2022; I wrongly believed the process (and form) was more complex than I now know it to be and thought I needed legal help to do so.

As outlined in my request for a continuance, the matter before the court is far more complex than a simple landlord-tenant dispute. The possible loss of my personal and private home, which I believe I have/had the deed to, is very confusing and distressing. I did not want to make a mistake with my Answer, I could not get any help in time under great duress, and thus I did make an error in not following the court's order. I have now rectified my error and have filed an Answer.

I pray the court grants grace and accepts this Answer. Additionally, I have served Plaintiff Lincoln Loan with this Answer via their attorney/owner Ms. Melinda Wilde.

Very sincerely,

Wayne Rose

(Defendant) owner in possession.

of home-property 7407 N Stockton

FILED

22 DEC 21 PM 3:23

MULTNOMAH COUNTY

WR Filed Dec 21, 22
Trial Continuance 3:23 pm
1 of 9 Pages

WR Filed Dec 27, 2022
Trial Continuance 3:03 pm
2 of 9 pages

1
2
3
4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF MULTNOMAH

6 In the Matter of:

7 LINCOLN LOAN

8 Plaintiff,

9 and

10 WAYNE ROSE,

11 Defendant.

12 Case No.: 22LT14837

13 } DEFENDANT'S REQUEST FOR A TRIAL
14 } CONTINUANCE

15 I am Wayne Rose, and I am the Defendant in the matter brought against me by Plaintiff
16 Lincoln Loan represented by Ms. Melinda Wilde. I am respectfully asking for the court's grace to
17 allow me a 30-45-day continuance of the upcoming trial, which is set for next week, December 27,
18 2022. I have served Ms. Wilde and Lincoln Loan with a copy of this request by U.S Mail.

19 I do not request a continuance for the purposes of delay but rather for the reasons outlined
20 below. Most notably, bad faith actions and fraud, including false conveyance of title, have occurred,
21 and will be shown in this matter. This situation is also far more complex than the simple landlord-
22 tenant dispute that Ms. Wilde/Lincoln Loan has presented. Instead, I purchased the home from Ms.
23 Wilde. My continuance request is further outlined below; I pray the court grant my request.

24 **NOT A MERE TENANT-LANDLORD DISPUTE.** Again, this matter before this court is
25 not a simple landlord-tenant dispute, as the paperwork filed by Ms. Wilde and Lincoln Loan makes
26 it seem. As the attached ATTACHMENT #1 shows, I actually arranged to purchase the house from
27 Ms. Wilde and Lincoln Loan on May 5, 2010. I have paid over \$150,000 towards this house over
28 the last 12 years. Additionally, Ms. Wilde, the attorney positioned as representing Lincoln Loan in

Trial Continuance 3099 pg
WP Filed 12/14/22
3:23 PM

1 this matter, is actually the owner/President/principal/trustee of that company, and she actually sold
 2 us the house personally. As the basis for this Tenant-Landlord action, Lincoln Loan and Ms. Wilde
 3 are using an apparently recently filed forfeiture of our property at 7407 North Stockton, Portland,
 4 Oregon 97203¹ on what I believe will be shown to be improper and possibly illegal grounds that I
 5 am working to contest through the legal system. As I told the Honorable Judge Riedel at our hearing
 6 on December 14, 2022, I spoke to government authorities about this situation. I have met with them
 7 since then and am taking their recommended next steps, including following their referrals to
 additional agencies. Separately I am seeking legal counsel.

8 In part, I am asking for a continuance and a new date for the trial because I am not prepared
 9 for the upcoming trial based on the complexity of this situation and the stakes at hand, namely the
 10 possible immediate loss of our property that we have dutifully paid for over the last twelve years.
 11 Right now, I need time to continue speaking to the agencies and to try to locate and secure proper
 12 legal counsel for what is a situation (and crafty legal action by Lincoln Loan) that I am only
 13 beginning to understand. As I hope the court understands, speaking with the proper legal authorities
 and potential counsel has been made more difficult by the holiday season. I ask for grace.

14 **CONFUSION AT OUR RECENT HEARING.** Second, as noted above, I appeared before
 15 the court and the Honorable Judge Riedel on December 14, 2022, and I regret being uninformed and
 16 unprepared for that hearing. I didn't know I could ask for a continuance. This, the possible loss of
 17 my family's longtime home, is very distressing and is a "battle" I am working to fight on multiple
 18 fronts. Up against Ms. Wilde, an attorney for more than thirty-five years, I was and am confused
 19 about any options I have, as well as why this matter was/is being handled in landlord-tenant court.
 20 Because as outlined above, I purchased the home from Ms. Wilde (and her company Lincoln Loan),
 21 as shown by an excerpt of our agreement which is attached here as ATTACHMENT #1. I believe it
 22 will be shown that there is bad faith and possible fraud on the part of Lincoln Loan in requesting
 23 and getting a forfeiture of our property. But I need time to dispute it in another court action and to
 24 prepare for the proceeding in this tenant-landlord court as needed.

¹ The subject property is also referred to as Lot 17 TIFF'S SUBDIVISION OF BLOCK 4, OF SMITHSON LAND COMPANIES ADDITION TO EAST PORTLAND in the City of Portland, Multnomah and State of Oregon

Trial Continuance
CPL Filed Dec 21, 2022
3:23 pm

1 Regarding my confusion, I also ask for grace for not following the order to file an Answer
 2 by December 14, 2022; I wrongly believed the process (and form) was more complex than I now
 3 know it to be and thought I needed legal help to do so. Because again, this situation and the possible
 4 loss of my personal and private home, which I believe I have/had the deed to, is very confusing and
 5 distressing. I did not want to make a mistake, I could not get any help in time under great duress,
 6 and thus I did make an error in not following the court's order. I have not rectified my error and
 7 have filed an Answer. I pray the court grants grace.

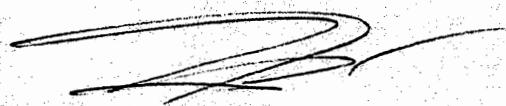
8 **INCORRECT ORIGINAL UNSIGNED ORDER.** Finally, I ask for a continuance
 9 because there was confusion on my part about the trial date due to an inadvertent error on the part of
 10 the courtroom clerk. As the document attached to this letter/motion as ATTACHMENT #2 shows,
 11 the paper I was handed in court by the clerk said our trial was on January 27, 2022. Only when I
 12 checked the court website yesterday to gather additional documents for potential legal help did I
 13 realize the trial is scheduled for December 27, 2022, at 1:30 PM.

14 Again, I am not prepared for trial, and this situation is complex; I need time to do research
 15 and get legal counsel, in addition to pursuing other remedies to try to save our family's home from
 16 this unjust action by Lincoln Loan.

17 I pray the Court grant me a continuance for 30-45 days for the above reasons. Again, I have
 18 served Ms. Wilde a copy of this request and will notify her of any date change.

19 I declare under penalty of perjury under the laws of the great State of Oregon that the
 20 foregoing is true and correct.

21 December 21, 2022

22 
 23 Wayne Rose Owner in Possession
 24 Defendant Of property 7407 N Stockton

Trial Continuance 5 of 9 pages
WIL Filed Dec 21, 22
3:23 pm

1
2 CERTIFICATE OF SERVICE

3 I certify that I served the foregoing *Defendant's Request for a Trial Continuance* on:

4 Lincoln Loan Co.
c/o Ms. Melinda Wilde
1300 S.E Oak Street
5 Portland, Oregon 97214

6 By U.S. Mail to the above-named individual at her last known address as listed above.

7
8 December 21, 2022

9
10 Wayne Rose Owner in Possession
11 Defendant of Property 7407 N Stockton.
12
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24

Trial Continuance (of 9 pages)
WR Filed Dec 21, 22
3:23 pm

IN THE CIRCUIT COURT OF THE STATE OF OREGON
 FOR THE COUNTY OF MULTNOMAH

December 21, 2022

Case No. 22LT14837

On December 14, 2022 at 8:45am, I, Wayne Rose, the owner of the property with land attended the negotiation period allowed before trial.

I am in possession of the house-property and occupying as my private and personal home. I have not abandon, my title or deed or any part or portion of my property. I have never waived any of my rights or authorized a power of attorney on my behalf to administer any part of my property at any time;

known as; "Lot 17, TIFF'S SUBDIVISION OF BLOCK FOUR, of SMITHSON LAND COMPANY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon" also known as 7407 N. Stockton, Portland OR

On November 18, 2022, it was agreed with Melinda that I look into the City Violation, and because of the inconvenience of not being able to walk right into the City and by appointment only, the date was set December 20, 2022, 2:00pm.

However on December 14, 2022 at the 8:45am meeting, I was being forced to come back on December 21, 2022 with having resolve the City Violation, because of the complexity of the matter involving Melinda Wilde Misleading and Misrepresenting the true nature of the property sale transaction and by concealing my original signed contract from Multnomah County records, the property taxes and violations went to her name and all statements and charges being diverted to her, while I was to believe it was my property and paid interest on all the amounts paid and accruing. I have the right to have taxes that applies to me in my proper name.

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At the beginning of Covid Emergency Shut down.. without notice or statements, I received a letter requesting twenty thousand dollars for reinstating my Contract and other conditions, at that time, I began requesting for the account history and information about the account to validate their amounts. On July 7, 2021 via process server and I continued to request throughout information but no avail. On June 15, 2022, via process server, requesting for a full disclosure and authentication of account, it appears the account too does not exist, Instead the following day after receiving the service, Melinda Wilde files a Declaration of Forfeiture a default arising from one year 2021-2022 tax. Without due process of law, in a non-judicial process, however she cannot foreclosure against her own name being on title. It is not a valid foreclosure, and no warrant is filed with the county for any default, foreclosure, declaration of forfeiture, landlord tenant eviction, when there is no contract recorded. Lincoln Loan Co, sold the property to me and filed the evidence on record as paid in full on May 17, 2010, with this false instrument filed tampering with government records, the title also filed fraudulently conveying the title in Lincoln Loan Co's name which is identity theft.

trial Continuance 7 of 9 pages
WR Filed Dec 21, 22
3:23 pm

On the day of the November 14, 2022 8:45 hearing, I was being defrauded of property and equity and all the money I have given Melinda Wilde and Steve Benson her brother who notarized the original contract and the false instrument that filed on May 17, 2010. I was not given any consideration as for the sale of the property that should have taken place and the appearance of the loan did not credit.

The copy of the order by Judge, Michael Riedel which I received after the hearing from the clerk, the trial date is January 27, 2022 and is unsigned and without any proper seal.

enclosed

Purchase sale instrument filed at Multnomah County on May 17, 2010, and the unsigned order dated December 14, 2022 by Judge Michael Riedel right after court I received from the Court Clerk



12/21/22

Wayne Rose

That Continuance 8 of 9
WR Filed Dec 21, 22
3:23 pm

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH
1200 SW FIRST AVENUE
PORTLAND, OREGON 97204

Lincoln Loan Co.
vs
Wayne Rose

Case No: 22LT14837

LANDLORD TENANT ORDER

And all others

On 12/14/2022, a hearing was held in an action to recover possession of the premises at the address listed in the original complaint.

The following parties appeared:

Plaintiff(s)
(Wilde) Defendant(s) Other:

Order entered following these conditions:

- Stipulated Order: See terms of Agreement.
- Pursuant to ORS 105.146(3) and 105.146(7), the clerk shall enter a judgment dismissing the Plaintiff's action twelve months from entry of this order OR
- Based on stipulation, on or after _____ unless the Plaintiff(s) files a Declaration of Noncompliance. The clerk shall dismiss this action without further notice to either party.
- Set for trial on January 27, 2022 at 1:30 p.m.
- Other: Defendant is required to file an answer by December 14, 2022 at Customer Service.

1 out of 4 (together with May 5, 2010 Contract)

*trial Continuance 9 of 9 page
WR Filed Dec 21, 22
3:23 pm*

Multnomah County Official Records
C Swick, Deputy Clerk

2010-061653

\$36.00

00669220201000616530010016

05/17/2010 04:12:20 PM

MEMORANDUM OF LAND SALE CONTRACT

Dated: May 5, 2010,
Between: Lincoln Loan Co., SELLER
And: Wayne Rose, PURCHASER

1R-MEMOCONT
\$5.00 \$11.00 \$15.00 \$5.00

Cnt=1 Stn=11 RECCASH2

Pursuant to a land sale contract dated May 5, 2010, Seller agreed to sell to Purchaser and Purchaser agreed to purchase from Seller the following described real property located in Multnomah County, Oregon:

Lots 17, TIFFT'S SUBDIVISION OF BLOCK FOUR, of SMITHSON LAND COMPANY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration for this conveyance, as set forth in the contract, is \$284,950.00, which is the whole consideration.

In witness whereof the Seller has executed this memorandum on May 5, 2010.

Lincoln Loan Co.
By: *Melinda B. Wilde*
Melinda B. Wilde

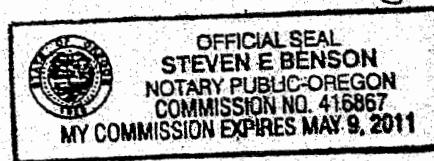
STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on May 5, 2010 by
Melinda B. Wilde, as president of Lincoln Loan Co.

Stevens E. Benson
Notary public for Oregon
My commission expires: 5-9-11

After recording, return to:

Lincoln Loan Co. *PLC*
P.O. Box 14652
Portland, OR 97293-0652



Until requested otherwise, send all tax statements to:

Lincoln Loan Co.
P.O. Box 14652
Portland, OR 97293-0652

1001041 together with May 5 2010 Contract

2407 N Stockton Ave
Portland, OR 97203

Q-10

Multnomah County Official Records
E Murray, Deputy Clerk

2022-110668



\$101.00

02972719202201106680040046

12/22/2022 01:20:12 PM

Pgs=4 Stn=1 ATAA

AFF-AFF

\$20.00 \$11.00 \$60.00 \$10.00

Affidavit**Notice to Multnomah County Official Records****Contract of May 5, 2010***(Between) Wayne Rose and Lincoln Loan Co*

Lots 17, TIFFT'S SUBDIVISION OF BLOCK FOUR, of SMITHSON LAND COMPANY'S
ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon
also known as 7407 N. Stockton

My statement of fact under penalty of perjury

This is the true and an actual copy which I received as a the copy of the contract I signed on May 5, 2010, given to me directly from Melinda Wilde after signing the papers for the house-property I bought from her after finding her, in brief, after finding her ad on Craigslist ad under; house by owner, owner financing, no balloon, 30years, \$1000 down, after meeting with her physically, she represented herself as the property owner, personally and directly financing the house to me. *etc*

She promised to record the sale transaction as the standard practice, for property sale transfer, recording at Multnomah County Official Records the original contract for protecting my rights on the property to keep in possession and my security.

I have discovered that the papers I signed on May 5, 2010, the original contract, is not recorded at all. I am requesting that the actual Contract I signed to record which is a one piece paper, consisting with two pages front and back as the whole contract with my one signature, dated, May 5, 2010, is the only contract I have ever signed to buy my house with *and*, property, is the only contract whatsoever, there is no other contract I have ever signed, authorized, approved, *or* consented.

The original contract dated May 5, 2010 which I signed, I discovered has been concealed from your records by Melinda Wilde. Melinda, the seller who prepared the contract for me to sign to transfer the property to me. The contract with the appearance of Lincoln Loan Co for transferring the contract for the sale, appears selling and transferring the property. Lincoln Loan Co., which I believe, the protocol taking place is for proper transferring and recording at Multnomah County Records to protect my property, equity, and interest. I have never applied for a loan from any financial institution or applied for a loan with Lincoln Loan Co.

The Contract was prepared by Melinda Wilde, and Steve Benson as the notary, the two people, brother and sister, have signed the original contract with me.

On your record 2010-061653, where you have titled "Contract", when viewing that one page document #2010-061653 filed on May 17, 2010, within the document it states 1) referring to contract May 5, 2010 Lincoln Loan Co. is the seller, 2) with my information, Wayne Rose the purchaser, 3) "The true and actual consideration for this conveyance, as set forth in the contract, is the whole consideration". *is \$284,950.00, which is the whole consideration*

\$284,950, which is the whole consideration as for the May 5, 2010 contract, which is the whole consideration has been conveyed, and the evidence of the original contract is filed in your records.

I have attached and enclosed with this affidavit is the actual copy of the papers-contract I received and believed at the time of signing is the one and only contract, otherwise, any instrument used as contract by Melinda Wilde or Steve Benson attaching to my property I bought on May 5, 2010, are identity theft, forged, false conveyance of title,

I attach the original contract. May 5, 2010.

tampering of government records, trespassing in way of extortion. The instrument filed on May 17, 2010, appearing as the contract of May 5, 2010 is false.

I have requested from Melinda Wilde full disclosure, and authentication of my account, I have receives no answer per my request, she is attempting to steal my property, equity, and interest through a non-judicial process, without cause, and using a false declaration of forfeiture for foreclosing, a foreclosure under Lincoln Loan Co. that sold to me filing on May 17, 2010 that the entire amount for the sale of the property on May 5, 2010 Contract the buyer has fully conveyed.

I am requesting for full audit for any and all contracts making claims having Contract other than my original contract dated May 5, 2010, any other contract attaching to my original Contract May 5, 2010, and I am requesting copies of everything you have on record referring to as contract or making claims as "contract" or any person or entity claiming or recording having a contract, or contract having warrant, or contract effecting, or encumbering on the land, also all deeds, and deed of trust, you have in record since 1980.

Your immediate attention is necessary in protecting my property, equity, and interest against further paper instruments being recorded by Melinda Wilde without due process of law under the State and Federal Constitution, Statutes at Large, Bill of Rights, for protecting my ownership, and rights to property my home I have bought on May 5, 2010.

STATE OF OREGON

County of Multnomah

AN
This instrument was acknowledged before me and sworn on this *Dec 22*, 2022 by

Wayne Rose,

AN
signature of homeowner of 7407 N Stockton ave

State of Oregon

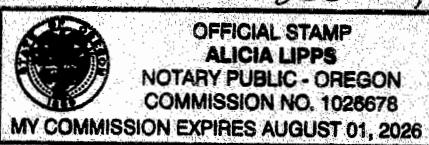
County of Multnomah

Subscribed and sworn to, or affirmed, before me on this day of *Dec 22*, 2022 by affiant Wayne Rose

AN
Signature of Notary

8-1-26

My commission expires on



After recording, return to Wayne Rose, 7407 N Stockton ave, Portland, Oregon 97203

Send all tax statements to Wayne Rose, 7407 N Stockton ave, Portland, Oregon 97203

AN
enclosed 4 pages including Contract May 5, 2010

Notice

A CIVIL SUMMONS AND A COURT ORDER BOTH REQUIRE
THE SEAL OF THE COURT AND THE SIGNATURE OF THE CLERK

To: In the Circuit Court of the Authority: 28 U.S.C. 1691, 62 Stat. 945
State of Oregon for the County of Multnomah

To: Sheriff
Multnomah County

A summons, or notice to the defendant, for the commencement of a suit, is certainly process, quite as much as a capias or a subpoena to appear and answer is process. The statute intends that all process shall issue from the court, where such process is to be held to be the action of the court, and that the evidence that it issues from the court and is the action of the court shall be the seal of the court and the signature of the clerk.

... In courts of the United States a summons cannot be amended by subsequent addition of the signature of the clerk, and the seal of the court. Citing Peaslee v. Haberstro, 15 Blatchf. 472.

The orders I received did not have the seal of the court and I did not receive the order for trial on December 27, 2022.

I saw the order sometime after in the computer at the courthouse

All writs and process issuing from the courts of the United States shall be under the seal of the court from which they issue, and shall be signed by the clerk thereof.

Two orders for one trial

Middleton Paper Co. v. Rock River Paper Co.

[19 F. 252, hn. 1 (C.C. W.D. Wisconsin 1884)]

[emphasis added]

January 27, 2022 1:30pm Original, without the Seal or Signature, Oath of Office in file

December 21, 2022 1:30pm 2nd, without the Seal, and Oath of Office in file.

Seal is required to be affixed by commissioner of circuit court to warrant issued by him to procure arrest for preliminary examination of defendant charged with crime in violation of penal statutes of United States.

Clough v. U.S., 47 F. 791, 795]

[hn. 6 (C.C. W.D. Tennessee 1891)]

[emphasis added]

In Peaslee v. Haberstro, 15 Blatchf. 472, Fed.Cas. No. 10,884, the summons was set aside because not under the seal of court or signature of clerk.

... To my mind, the word "process," as used in Rev. St. § 911, means an order of court, although it may be issued by the clerk.

Leas & McVitty v. Merriman, 132 F. 510, 511-513]

[(C.C. D. Virginia 1904), emphases added]

In Leas & McVitty (C.C.) 132 F. 510, 512 [*supra*], the court said: "I think section 911, Rev. St. (U.S. Comp. St. 1901, p. 683), means no more than that, when a writ or process issues from a federal court, it must be signed by the clerk, and shall be authenticated in the manner therein set out."

[Perris Irrigation Dist. v. Turnbull]

[215 F. 562, 564, (9th Cir. 1914)]

[emphases added]

... [A]nd the notice referred to is the usual process and subpoena in equity of statute and rules ... necessarily under the seal of the court, and signed by its clerk. ... Such subpoena was not published herein, and so jurisdiction of defendant was not acquired.

[United States v. Sharrock, 276 F. 30]

[(DCUS Montana 1921), emphases added]

It is our understanding that a writ of habeas corpus, like a writ of error, or a writ of certiorari, or a writ of mandamus, should be issued under the seal of the court. ... And when so issued it has the test of the clerk as well as the seal of the court.

[Ex parte Craig, 282 F. 138, 145, hn. 4]

[(2nd Cir. 1922), emphasis added]

It will not be denied that a writ is a mandatory precept issued by a court, commanding the person to whom it is addressed to do or refrain from doing some act therein specified. Because it is a mandatory, and issued by a court, it is an order of the court. ... A subpoena is a writ or process, and is mandatory in nature, being a positive command. ... In some of the states statutes may permit a summons or a subpoena to be issued by an attorney, but such statutes do not apply to proceedings in federal courts.

[In re Simon, 297 F. 942, 944-946]

[(2nd Cir. 1924), emphases added]

This [FRCP] rule [4] and rule 12 of these rules must be construed together.

[Sweeney v. Greenwood Index-Journal Co.]

[37 F.Supp. 484 (DCUS S.C. 1941)]

The question whether an order of attachment is "process in law" is not debatable. ... When issued out of the United States District Court it must be signed by the Clerk as a ministerial duty.

[Brown v. Beckham, 137 F.2d 644, 646, hn. 2]
[(6th Cir. 1943), emphasis added]

Without personal service of process in accordance with rule [4], or the law of the State in which the suit is filed, a federal district court is without jurisdiction to render a personal judgment against a defendant.

[Royal Lace Paper Works, Inc. v. Pest-Guard Products, Inc.]
[240 F.2d 814 (5th Cir. 1957), emphases added]

Inasmuch as all writs and processes issuing from a court of the United States are required, by statute, to be under seal of court and signed by clerk thereof, an injunction signed only by deputy clerk of district court is not void for want of a judicial signature.

[Scånbe Mfg. Co. v. Tryon, 400 F.2d 598]
[hn. 1 (9th Cir. 1968), emphases added]

In order for there to be *in personam* jurisdiction, there must be valid service of process.

[Attwell v. LaSalle Nat. Bank]
[607 F.2d 1157 (5th Cir. 1979)]

There must be compliance with terms of rule governing service of process and, absent waiver, incomplete or improper service will lead court to dismiss action.

[Gibbs v. Hawaiian Eugenia Corp.]
[581 F.Supp. 1269 (S.D.N.Y. 1984)]
[emphases added]

Federal law governed the effect of the use of an improper name in summons and complaint as that of defendant because subd. (b) of this [FRCP] Rule [4] and Rule 10(a) of these rules had bearing on significance of use of improper names.

[Kroetz v. AFT-Davidson Co.]
[102 F.R.D. 934 (E.D.N.Y. 1984)]

[Paul comments: "UNITED STATES OF AMERICA" is an improper name, and the implications are governed by FRCP Rule 10.]

Judgment creditor was not entitled to judgment of condemnation based upon failure of judgment debtor's employer to answer interrogatories set forth in writ of attachment directed to employer, where writ was not under seal and thus was defective.

[Miles v. Gussin, 104 B.R. 553]
[(Bkrtcy. D.C. 1989)]
[emphases added]

Government's failure to serve defendant with signed and sealed summons could not be regarded as mere oversight warranting perfunctory amendment; **in light of Government's apparent disregard for requirements of rules, summons would not be amended *nunc pro tunc* to conform to the rules.**

[U.S. v. National Muffler Mfg., Inc.]
[125 F.R.D. 453 (N.D. Ohio 1989)]
[emphasis added]

[Paul comments: see 28 USC 1691 together with FRCP Rule 4(b).]

**SUPPLEMENTAL DOCUMENTATION IDENTIFYING
COURTS OF ORIGINAL JURISDICTION *SUPRA***

In Error to the **District Court of the United States** for the Southern Division of the Southern District of California; Olin Wellborn, Judge.

[Perris Irrigation Dist. v. Turnbull, 215 F. 562, 564]
[(9th Cir. 1914), emphases added]

Appeal from the **District Court of the United States** for the Southern District of New York.

[Ex parte Craig, 282 F. 138, 145, hn. 4]
[(2nd Cir. 1922), emphasis added]

Appeal from the **District Court of the United States** for the Southern District of New York.

[In re Simon, 297 F. 942, 944-946]
[(2nd Cir. 1924), emphases added]

Appeal from the **District Court of the United States** for the Western District of Kentucky; Shackelford Miller, Jr., Judge.

[Brown v. Beckham, 137 F.2d 644, 646, hn. 2]
[(6th Cir. 1943), emphasis added]

Appeal from a decision of the **United States District Court** for the Central District of California.

[Scanbe Mfg. Co. v. Tryon, 400 F.2d 598, hn. 1]
[(9th Cir. 1968...]



STATE FARM INSURANCE COMPANIES

RECEIPT OF PAYMENT

PAYMENT DATE: 08-25-2022

POLICYHOLDER(S)

WAYNE PETE ROSE
7407 N STOCKTON AVE
PORTLAND, OR 97203-4538

POLICY DESCRIPTION/POLICY NUMBER
SFPP - MONTHLY
1455-9622-15

CHECK / REF #
CASH

AMOUNT
\$51.00

TOTAL AMOUNT PAID: **\$51.00**

AUTHORIZED SIGNATURE:
VICTOR PLUMMER

AGENT

JOHN NOGUEIRA, CLU
2280 W BURNSIDE
PORTLAND, OR 97210-3522
(503) 225-9644

THANK YOU FOR YOUR PAYMENT ON THE ABOVE POLICY(IES). PAYMENTS ARE RECEIVED SUBJECT TO COLLECTION AND POLICY PROVISIONS. WE APPRECIATE YOUR BUSINESS.

This is my homeowner policy it is current.
Todays date 12-27-2022